

AMENDMENT OF LEASE

THIS AMENDMENT OF LEASE, made and entered into the date the Legislative Affairs Agency Executive Director or her designee signs the Amendment of Lease, by and between STATE OF ALASKA, LEGISLATIVE COUNCIL, whose address is State Capitol, Room 3, Juneau, Alaska 99801-2918, hereinafter referred to as "Lessor," and WELLS FARGO BANK, N.A., a national banking association, whose address is 1525 West W.T. Harris Blvd., Charlotte, North Carolina 28262, hereinafter referred to as "Tenant," hereby amends the Lease between Lessor and Tenant dated September 15, 2016, recorded in Book _____, Anchorage Recording District, Third Judicial District, State of Alaska.

WITNESSETH

WHEREAS, under the Lease, Lessor is leasing to Tenant and Tenant is leasing from Lessor the premises, hereinafter "premises," described in no. 5 of the Key Provisions Summary of the Lease, which is located at 1500 W. Benson Blvd, Anchorage;

WHEREAS, Tenant has requested that the Lease be amended to enable Tenant to comply with the federal requirement that Tenant file an Annual Resolution Plan to demonstrate Tenant's strategy for facilitating the rapid and orderly resolution of an event involving Tenant's material financial distress or failure;

WHEREAS, the FDIC guidance for the 2017 Annual Resolution Plan indicates that Tenant should update contracts to incorporate appropriate terms and conditions to prevent automatic termination and facilitate continued provision of services during the resolution;

NOW, THEREFORE, LESSOR AND TENANT, AGREE AS FOLLOWS:

1. Section 19 (Default by Tenant) of the Lease is amended by adding new subsections that read as follows:

19.5. Notwithstanding the other provisions of subsections 19.1 - 19.4 of this Lease, Lessor agrees that if a Resolution Event occurs with respect to Tenant or Tenant's Affiliates, until 18 months after the later of the final conclusion of the Resolution Event or the last Resolution Event, not to terminate the Lease, prevent renewal of the Lease, or suspend services to Tenant under the Lease, because of

(i) the Resolution Event, if Tenant otherwise complies with the covenants, conditions, and provisions of the Lease, including, but not limited to, paying rent and other charges under the Lease in a timely manner and maintaining and repairing the Premises; or

(ii) for a failure or delay by Tenant or Tenant's Affiliate to make a payment or perform an obligation under the Lease that accrued or was due before the commencement of the Resolution Event, if the failure or delay is cured within a reasonable period following the commencement of the Resolution Event.

19.6. Notwithstanding subsection 19.5, Lessor is not required, even during a Resolution Event, to allow Tenant or an Affiliate of Tenant to occupy the Premises after the date that the Lease would otherwise expire without opportunity for further renewal.

19.7. Notwithstanding the provisions of section 16 (Assignment and Subletting) and other provisions of this Lease, if a Resolution Event occurs with regard to Tenant or Tenant's affiliates, Lessor consents to

(i) a change of control of Tenant or an Affiliate of Tenant arising out of the Resolution Event; and

(ii) the assignment, delegation, novation, or transfer of any or all of Tenant's rights and obligations under the Lease, in whole or in part, to an entity that is or becomes as a result of the Resolution Event, or was immediately before the Resolution Event, an Affiliate of Tenant or a successor to all or part of the business of Tenant or an Affiliate of Tenant.

19.8. Notwithstanding the provisions of subsections 19.1 - 19.4, if a Resolution Event occurs with respect to Tenant, and if Tenant, under the law applicable to the Resolution Event, rejects, disclaims, or repudiates the Lease, or fails or refuses to perform its obligations under the Lease,

(i) the Lease shall nevertheless remain in full force and effect between Lessor and an Affiliate of Tenant, if the Affiliate is a party to or a beneficiary of the Lease (e.g., a subtenant) as a result of the Resolution Event; and

(ii) Lessor may not terminate the Lease, prevent renewal of the Lease, or suspend Lease services to the Affiliate identified in (i) of this subsection as long as the Affiliate identified in (i) of this subsection 19.8 complies with the covenants, conditions, and provisions of the Lease; this compliance includes, but is not limited to, paying rent and other charges under the Lease and maintaining and repairing the Premises. However, Lessor is not required to allow the Affiliate to occupy the Premises after the date that the Lease would otherwise expire without opportunity for further renewal.

19.9. Notwithstanding subsections 19.5 - 19.8, Lessor does not relinquish and may exercise any right available to Lessor under federal law in the event of a Resolution Event and may seek any remedies available to Lessor under federal law in the event of a Resolution Event.

19.10. In subsections 19.5 - 19.10 of this Lease,

(A) "affiliate" has the meaning given in 12 U.S.C. 1841(k);

(B) "Resolution Event" means

(i) a proceeding under a bankruptcy, debtor relief, or insolvency law, including, but not limited to, a case under the U.S. Bankruptcy Code, a proceeding under the Securities Investor Protection Act, or the appointment of a receiver or conservator under the Federal Deposit Insurance Act or Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act; or

(ii) a proceeding under another U.S. or foreign law that is equivalent to a proceeding identified in (i) of this definition of "Resolution Event."

2. **AUTHORIZATION; CERTIFICATION:** A majority of the members of the Alaska Legislative Council authorized the execution of this Amendment of Lease at a meeting on _____, 2017.
3. All other provisions of the Lease will remain the same.

IN WITNESS WHEREOF, Lessor and Tenant have executed this Amendment of Lease on the day, month, and year indicated below.

LESSOR:
STATE OF ALASKA
LEGISLATIVE AFFAIRS AGENCY

TENANT:
WELLS FARGO BANK, N.A,
a national banking association

Representative Sam Kito Date
Chair
Alaska Legislative Council
Procurement Officer

By: _____
Printed Name: _____
Title: _____
Tax identification No. _____
Date: _____

CERTIFYING AUTHORITY

APPROVED AS TO FORM:

Pamela A. Varni Date
Executive Director
Legislative Affairs Agency

Legal Counsel Date